

IOWA ENVIRONMENTAL COVENANT **PROPERTY INTEREST FORM**

To: Iowa Department of Natural Resources (IDNR)
Wallace State Office Building
902 East 9th Street
Des Moines, Iowa 50319

Re: Environmental Covenant Supporting Documentation
Subject Property Location: 200 South Main Street, Dubuque, Iowa
Source Site Location: 200 South Main Street, Dubuque, Iowa
DNR File Reference: None

This document is submitted with the attached environmental covenant to certify that Crescent Realty Corporation has conducted a thorough search of the real estate records and has identified the following legal and equitable interests in the property in accordance with Department rules in chapter 567 IAC 14.

DIRECTIONS: For each applicable section to the property at hand, include the following:

- Name as written on filed instrument
- Address and Phone Number of Party listed
- The book, page number, or file reference where the instrument describing the interest can be found
- A COPY of the instrument itself

FEE TITLE OWNER

1. The current fee title interests evidenced by a warranty deed, deed of trust or similar instrument:
 - a. Crescent Realty Corporation, 7750 Dunleith Drive, East Dubuque, Illinois, 61025, 815.747.3145
 - b. _____
2. Current property interests evidenced by a "Quit Claim Deed":
 - a. None
 - b. _____

CONTRACT INTEREST

1. Current contract buyers or assignees of contracts for the sale of the property:

- a. None
- b. _____

2. Current contract sellers of the property:

- a. None
- b. _____

LEASEHOLDERS

1. All current leaseholders, whether recorded or not:

- a. None

MORTGAGES

1. Current recorded mortgages (i.e., persons and institutions who have filed a mortgage interest against the property):

- a. None
- b. _____

LIENS

1. Any recorded liens against the property:

- a. None
- b. _____

OTHER INTERESTS

1. None
2. _____

Prepared By:

Kristi Dahlke

October 31, 2022

PRINT NAME & DATE

Kristi Dahlke

SIGNATURE



June 22, 2023

RECEIVED

JUN 26 2023

Iowa Department of Natural Resources
Contaminated Sites Section Supervisor
Wallace State Office Building
502 E 9th St.
Des Moines, IA 50319

Please find enclosed the Iowa Environmental Covenant Property Interest Form and a certified copy of the Iowa Contaminated Site Environmental Covenant. If you have any questions or need anything further, please reach out to me at 815-554-7004. Thank you.

A handwritten signature in blue ink that reads 'Tammie S. Grimm'.

Tammie S. Grimm
Corporate Paralegal



Doc ID: 01112540007 Type: GEN
Kind: RESTRICTIVE COVENANTS
Recorded: 06/20/2023 at 03:43:44 PM
Fee Amt: \$37.00 Page 1 of 7
Dubuque County Iowa
Karol Kennedy Recorder

File **2023-00005749**

Krista Brodersen, 1465 – 41st St., Ste 13, Moline, IL 61265 309-581-5095

Preparer Information: (Individual's Name, Street Address, City, Zip, Phone)

Crescent Electric Supply Co., 7750 Dunleith Dr., East Dubuque, IL 61025

Taxpayer Information: (Individual/Company Name, Street Address, City, Zip)

Crescent Electric Supply Co., Attn: Tammie Grimm, 7750 Dunleith Dr., P.O. Box 500, East Dubuque, IL 61025

Return Document to: (Individual/Company Name, Street Address, City, Zip)

Type of Document: Iowa Contaminated Site Environmental Covenant

Grantors:

Kristi Dahlke

Grantees:

Iowa Dept. of Natural Resources

See Page 1 for Legal Description:

Book & Page Reference:

STATE OF IOWA, DUBUQUE COUNTY, SS:
I, Karol Kennedy, Recorder of said County
hereby certify that the foregoing is a true and
correct copy of the document as shown by the
records, recorded as
Inst. No. 2023-5749
in said County
Dated this 20 day of June 20 23
Karol Kennedy
Dubuque County Recorder

37⁰⁰ Crescent Electric

Deposito (cont.)

Edward Ford

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Dr. Robert C. Anderson, Jr.

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IOWA CONTAMINATED SITE ENVIRONMENTAL COVENANT

This environmental covenant is established pursuant to Iowa Code (IC) chapter 455I entitled Uniform Environmental Covenants Act.

Crescent Realty Corporation hereafter "grantor(s)", Crescent Realty Corporation, hereafter "holder(s)," and the Iowa Department of Natural Resources (Department) in its capacity as an agency of Iowa state government enter into this environmental covenant for the purpose of subjecting the affected property described below to certain activity and use limitations in accordance with the terms and conditions as specified and the authorities granted the Department in IC chapter 455I, § 455B.103(7), and Department rules in chapter 567 Iowa Administrative Code (IAC) 133.

1. **Affected Property.** The grantor(s) is/are the fee title owner(s) of the property located at 200 South Main Street, Dubuque, Dubuque County, Iowa. The property is legally described as:
TRACT I: LOT 1 OF THE SUBDIVISION OF LOTS 1 TO 8 INCLUSIVE OF THE SUBDIVISION OF THE WESTERLY ONE-HALF OF BLOCK 19, IN DUBUQUE HARBOR COMPANY ADDITION TO THE CITY OF DUBUQUE, IOWA, ACCORDING TO THE RECORDED PLAT OF SAID SUBDIVISION, DUBUQUE COUNTY, IOWA.

TRACT II: THAT PART OF: LOT 2 OF LOT A OF BLOCK 19, LOT A OF BLOCK 25 AND LOT 1 OF LOT 1 OF BLOCK 25, ALL IN DUBUQUE HARBOR COMPANY'S ADDITION TO THE CITY OF DUBUQUE, IOWA, GRANTED IN PATENT NO. 4299, INSTRUMENT NO. 9533-92 AND CORRECTED BY AFFIDAVITS, INSTRUMENT NO. 1354-97 AND INSTRUMENT NO. 1537-98, RECORDS OF DUBUQUE COUNTY, IOWA.

TRACT III: LOT 1 OF LOT A OF BLOCK 19, IN DUBUQUE HARBOR CO'S ADDITION, IN THE CITY OF DUBUQUE, row A, ACCORDING TO THE RECORDED PLAT THEREOF, DUBUQUE COUNTY, IOWA.

TRACT IV: LOT 2 OF LOT B OF BLOCK 19, IN DUBUQUE HARBOR CO'S ADDITION, IN THE CITY OF DUBUQUE, IOWA, ACCORDING TO THE RECORDED PLAT THEREOF, DUBUQUE COUNTY, IOWA.

Hereinafter, the affected property will be referred to as "the property."

2. **Risk Management and Institutional Controls.** Crescent Realty Corporation has performed a soil and groundwater investigation and risk assessment in accordance with 567 IAC 133. The site assessment identified contaminated conditions on the property which may present an unreasonable risk to public health and the environment if certain activities occur on the property. As such, the Director of the Department, pursuant to his authority under IC § 455B.103(7), has determined that an environment covenant is necessary to manage the risk of future exposure to the contamination by limiting specified activities at this property and establishing certain affirmative obligations.

3. **Reopening.** The signatories acknowledge that in the event that the activity and use limitations provided below fail to serve their intended purpose—including the prevention of exposure to contamination—could result in the Department reopening its review and regulatory oversight of the contaminant condition on the property as provided under the terms of this covenant, IC chapter 455I, and applicable Department administrative rules.

4. **Identity of Grantor(s) and Holder(s).**

GRANTOR(S): Crescent Realty Corporation

HOLDERS: Crescent Realty Corporation, Kristi Dahlke, Senior Vice President – Chief Finance Officer

AGENCY: Iowa Department of Natural Resources

5. **Representations and Warranties.** The grantor(s) warrants to the other signatories to this covenant the following:

- a. The grantor[s] is/are the sole fee title owner[s] of the property;
- b. The grantor[s] holds sufficient fee title to the property to grant the rights and interests described in this covenant free of any conflicting legal and equitable claims;
- c. Other persons holding legal or equitable interests, including, but not limited to, contract buyers, mortgage holders, other consensual lienholders and lessees, have not been identified. See attached Iowa Environmental Covenant Property Interest Form.

6. **Running with the Land.** This environmental covenant is perpetual and runs with the land as provided in IC § 455I.9 until modified or terminated. The terms of this environmental covenant are binding on the grantors and all successors in interest, assigns and all transferees acquiring or owning any right, title, lien or interest in the property and their heirs, successors, assigns, grantees, executors, administrators and devisees. The term "transferee," as used in this environmental covenant, shall mean any future owner of any interest in the property or any portion thereof, including, but not limited to, owners of an interest in fee simple, contract buyers, mortgagees, easement holders and/or lessees.

7. **Activity and Use Limitations and Terms.** The property is subject to the following activity and use limitations: The use of groundwater and private well installation is prohibited on the property. This restriction is based on the Dubuque County groundwater ordinance (Section No. 16-11-20) that prevents the installation of private wells unless public water is not available.

8. **Notice of Non-Compliance.** Any property owner or subsequent transferee of an interest in the property shall notify the Department as soon as possible of conditions which would constitute a breach of the activity and use limitations in paragraph seven (7) if they have actual knowledge of these conditions or would reasonably be deemed to have knowledge within the normal course of administration of their property interest.

9. **Notice to Lessees.** Grantor, any holder with a property interest sufficient to grant a lease of the property, and any subsequent transferee shall incorporate the activity and use limitations of this covenant either in full or by reference to this instrument in any lease, license, or other instrument granting a right to possession of the property.

10. **Access to Property.** Reasonable access to the property is granted the Department or any authorized representative of the Department, public or private, for the purpose of implementation, monitoring and enforcement of the terms of this environmental covenant. The Department, its authorized representatives or other persons entitled to access shall provide the current owner of the property with reasonable notice, an explanation of the reasons for entry and the scope of onsite activities prior to access. Right of access includes, but is not limited to, the following activities:

- a. repair and maintenance of remedial action equipment, soil caps, groundwater monitoring wells and associated aboveground or subsurface structures,
- b. fencing and other technological controls,
- c. groundwater sampling and monitoring,
- d. additional drilling,
- e. construction of soil boring and/or groundwater monitoring wells, and,
- f. other activities authorized or otherwise directed by the Department.

11. **Groundwater Hazard Statement Notice.** IC § 558.69 requires submission of a groundwater hazard statement and disclosure if "hazardous waste" exists on the property as defined in IC § 455B.411(3) or if the Department determines that solid waste exists on the property that is potentially hazardous. If hazardous waste is present, the groundwater hazard statement must state that the condition is being managed in accordance with Department rules. The signatories and all subsequent transferees required to submit a groundwater hazard statement under IC § 558.69 shall make reference to this environmental covenant in substantially the following form—filling in the blanks with the relevant and applicable details:

THE INTEREST CONVEYED IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED TBD, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE DUBUQUE COUNTY RECORDER ON TBD IN (*document, book and page, or parcel number*).

THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: The use of groundwater and private well installation is prohibited on the property. This restriction is based on the Dubuque County groundwater ordinance (Section No. 16-11-20) that prevents the installation of private wells unless public water is not available.

12. **Modification and Termination.** Modification or termination of the terms of this covenant shall comply with the standards in IC chapter 455I and applicable Department administrative rules. The terms of this environmental covenant may be modified or terminated by written consent of the Director of the Department, the then current fee simple title owner and all original signatories

(unless exempted under the provisions of IC § 455I.10(1)“c” in accordance with and subject to the provisions of IC § 455I.10). The termination or modification is not effective until the document evidencing consent of all necessary persons is properly recorded. If not by consent, any modification or termination of this environmental covenant shall be in accordance with IC § 455I.9 and such additional terms as specified in this covenant.

13. Enforcement. The terms of this environmental covenant may be enforced in a civil action for injunctive or other equitable relief by the signatories and those persons authorized by and in accordance with IC § 455I.11.

14. Severability. If any provision of this environmental covenant is found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. Governing Law. This environmental covenant shall be governed by and interpreted in accordance with the laws of the State of Iowa.

16. Recordation. Within thirty (30) days after Department approval of this environmental covenant, the grantor[s] shall record the environmental covenant in the same manner as a deed to the property with the Dubuque County Recorder's Office.

17. Effective Date. The effective date of this environmental covenant shall be the date upon which the fully executed environmental covenant has been properly recorded with the Dubuque County Recorder's Office.

18. Notice. Unless otherwise notified in writing by the Department, any document or communication required by this environmental covenant shall be submitted to:

Iowa Department of Natural Resources
Contaminated Sites Section Supervisor
Wallace State Office Building
502 E 9th Street
Des Moines, IA 50319

19. Subordination and Consent. By signing this environmental covenant, the signatories knowingly and intelligently acknowledge their consent to the terms of this agreement and agree to subordinate their interest in the property. The following persons have expressly consented and subordinated interests: None

20. Notice of Change in Ownership. Grantor and holder with sufficient property interest to convey a possessory interest in the property and any subsequent transferee with sufficient interest shall reference and incorporate the terms of this agreement into any subsequent instrument which conveys a possessory interest in the property.

ACKNOWLEDGMENTS

GRANTORS

DocuSigned by:

Kristi Dahlke

B7F222B7ED704D0...

Signed this 31st day of October, 2022.

Kristi Dahlke

Senior Vice President - Chief Finance Officer, Crescent Realty Corporation

State of Iowa

County of Dubuque ss.

On this 31st day of October, 2022, before me personally appeared
Kristi Dahlke, known to me to be the Chief Finance Officer of Crescent Realty
Corporation or the lawful designee of the Chief Finance Officer of Crescent Realty Corporation who
executed the foregoing instrument, and acknowledge that this person executed the same as his/her/their
voluntary act and deed.

DocuSigned by:

Tammie S. Grimm

8424C93DA4FA46E...

Notary Public for State of Iowa

TAMMIE S. GRIMM

NOTARIAL SEAL

IOWA

Commission Number 717041

My Commission Expires 6/17/2023

HOLDERS:

DocuSigned by:

Kristi Dahlke

B7F222B7ED704D0...

Signed this 31st day of October, 2022.

Kristi Dahlke

Senior Vice President - Chief Finance Officer, Crescent Realty Corporation

State of Iowa

County of Dubuque ss.

On this 31st day of October, 2022, before me personally appeared
Kristi Dahlke, known to me to be the Chief Finance Officer of Crescent Realty
Corporation or the lawful designee of the Chief Finance Officer of Crescent Realty Corporation who
executed the foregoing instrument, and acknowledge that this person executed the same as his/her/their
voluntary act and deed.

DocuSigned by:

Tammie S. Grimm

8424C93DA4FA46E...

Notary Public for State of Iowa

TAMMIE S. GRIMM

NOTARIAL SEAL

IOWA

Commission Number 717041

My Commission Expires 6/17/2023

AGENCY:

Kayla Lyon Signed this 26th day of September, 2022.
Kayla Lyon
Director, Iowa Department of Natural Resources

State of Iowa
County of Polk) ss.

On this 26th day of September, 2022, before me personally appeared Kayla Lyon, known to me to be the Director of the Iowa Department of Natural Resources or the lawful designee of the Director who executed the foregoing instrument, and acknowledge that this person executed the same as his/her/their voluntary act and deed.

Jennifer Miller
Notary Public for State of Iowa

